

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Gray Global Advisors, LLC

2. Registration Number

6892

3. Primary Address of Registrant

300 New Jersey Ave., NW, Suite 900, Washington, DC 20001

4. Name of Foreign Principal

Administrative Ministry of the Presidency,
Dominican Republic

5. Address of Foreign Principal

Mexico Avenue and Doctor Delgado
Santo Domingo, National District
DOMINICAN REPUBLIC

6. Country/Region Represented

DOMINICAN REPUBLIC

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of the Presidency

b) Name and title of official with whom registrant engages

Jose Ignacio Paliza, Administrative Minister of the Presidency

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/19/2020Ralph Nurnberger/s/Ralph Nurnberger

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/19/2020 Ralph D Nurnberger Ralph D Nurnberger

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Gray Global Advisors, LLC

2. Registration Number
6892

3. Name of Foreign Principal
Administrative Ministry of the Presidency, Dominican Republic

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/09/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant interacts with the Ministry of the Presidency and the Ministry of Foreign Affairs, conducting activities that promote the bilateral relationship of the Dominican Republic with the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant communicates regularly with designated officers of the Dominican government, providing information and strategic advice to these persons on issues and events in the United States, particularly with government agencies, that may impact the interests of the Dominican Republic. The registrant, upon instructions with these officials interacts with officials of the U.S. government to convey messages, and requests on behalf of Dominican authorities.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The registrant will communicate with U.S. executive branch, members of Congress and their staff, and private sector organizations and companies in order to inform them of the interests of the Dominican Republic in order to promote positive outcomes for the country and its people.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/19/2020Ralph Nurnberger/s/Ralph Nurnberger

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/19/2020 Ralph D Nurnberger Ralph D Nurnberger



November 9, 2020

The Honorable Edolphus Towns
Gray Global Advisors, LLC
300 New Jersey Ave Avenue NW, Suite 900
Washington, DC 20001

Dear Mr. Towns:

I am pleased to inform you that Vision Americas (VA) will retain the services of Gray Global Advisors, LLC (GGA) beginning on November 9, 2020 through March 31, 2021.

In this regard, GGA will provide services related to VA's activities to positively affect relations between the Dominican Republic and the United States. Separately, other members of GGA will assist in contacting and meeting with private industry leaders to present commercial opportunities within the Dominican Republic.

The agreement to provide services commences on November 9, 2020 for a monthly fee of \$20,000 to GGA based on invoices submitted monthly. Please note that either party may cancel this agreement with a 30-day notification in writing delivered to the principal location of the other party.

GGA, as an organization, is required to sign a confidentiality agreement to protect our activities and interests.

We look forward to a productive and effective relationship with you. Please sign this letter and return to Vision Americas to indicate your agreement with the terms and conditions of your consultancy.

A handwritten signature in blue ink, appearing to read "R. Noriega".

Roger Noriega
Managing Director
Visión Américas, LLC

A handwritten signature in blue ink, appearing to read "Edolphus Towns".

Edolphus Towns
Senior Advisor
Gray Global Advisors, LLC

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") is made as of November 9, 2020 (the "Effective Date") by and between Vision Americas, LLC, 1150 K St NW, #1411, Washington, DC, 20005 ("Client"), and Gray Global Advisors, LLC, 300 New Jersey Avenue NW, Suite 650, Washington DC 20001 ("Consultant"). (Each hereinafter referred to individually as a "Party" and collectively as the "Parties".)

RECITALS

WHEREAS, Client desires to avail itself of the services of Consultant; and

WHEREAS, Consultant desires to make its services available to Client;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. CONSULTING SERVICES.

1.1 Consultant agrees to perform and provide to Client throughout the term of this Agreement the following:

1.1.1 Members of Consultant's team will provide services related to Vision Americas activities to positively impact relations between the Dominican Republic and the United States.

1.1.2 Separately, other members of Consultant's team will assist the Client in contacting and meeting with private industry leaders to present commercial opportunities within the Dominican Republic.

1.3 Consultant represents to Client that Consultant is available and able to perform the consulting services described in Section 1.1.1 and Section 1.1.2 and will devote sufficient time, skill, and effort necessary to perform the services throughout the entire term of the Agreement.

1.4 Unless otherwise agreed to by mutual consent in advance, the consulting services provided by Consultant under Section 1.1.1 of this Agreement will be performed by Edolphus Towns or Ralph Nurnberger personally.

1.5 In performing the services under this Agreement, Consultant will comply with all applicable laws and regulations, U.S. and foreign, including without any limitation of the foregoing, all applicable registration and reporting requirements relating to lobbying, public relations, fundraising and political activities.

2. TERM OF CONSULTANCY. Consulting services shall commence on the Effective Date, unless otherwise agreed to in writing by the Parties, and shall end on March 31, 2021, unless terminated earlier in accordance with Section 4. The term of this Agreement may be extended by mutual written consent of the Parties.

3. COMPENSATION.

- 3.1 Fee. As compensation for performing the consulting services in accordance with this Agreement, Consultant will be paid a fee of \$20,000 per month. If this Agreement is terminated before the last day of a month, the fee for such month will be reduced by a percentage equal to the percentage of that month that follows the effective date of termination.
- 3.2 Expenses. Consultant will not be reimbursed for any out-of-pocket expenses except as agreed to by Client in writing. Any reimbursable expenses must be reasonably incurred in performing the services under this Agreement, and Consultant will not be entitled to any reimbursement of any expense without providing Client with appropriate supporting documentation in the form of a corresponding receipt, invoice, or other documentation or record demonstrating to Client's satisfaction the purpose, payee, date, and amount of the expense.
- 3.3 Payment. All services and expenses will be invoiced monthly in arrears by Consultant, and payment will be due 30 days after receipt of a correct invoice.
- 3.4 Claw-Back of Fees and Expenses. If any amount paid to Consultant, either for consulting services or for reimbursement of expenses, is determined at any time as premised on a false, fictitious, or fraudulent representation by Consultant, or by another with Consultant's knowledge or at Consultant's urging, Client is entitled to repayment of such amount from Consultant and may offset such amount against future payments that may be due to Consultant.
- 3.5 No Kick-Backs. Consultant agrees that no part of the compensation or any reimbursement payment received pursuant to this Agreement will be paid to any other employee, consultant, vendor, or other person retained or engaged by Client, except as disclosed and agreed to by Client.
4. TERMINATION.
- 4.1 General. This Agreement may be terminated by Client or Consultant at any time, with or without cause, by giving written notice to the other. Termination is effective immediately upon notice unless otherwise specified in the termination notice. Termination will not relieve Client of its obligation to pay Consultant any fees and expenses that have accrued as of the effective date of the termination.
- 4.2 Return of Client Property. Upon termination of this Agreement, Consultant will immediately return any and all Client property, including any computers, mobile devices, or other equipment, fobs, key-cards, or identification tags, Confidential Information (as hereinafter defined in Section 6.3) and all other documents, data, and work-product (completed or in progress) in whatever form it appears or is stored (*e.g.*, computer discs, thumb-drives, stored in the "Cloud" or other media) in Consultant's possession or under Consultant's control.
5. INDEPENDENT CONTRACTOR. Consultant's relationship to Client is that of an independent contractor *and not an employee*. Consultant is not eligible for any employee benefits that Client provides to its employees. Client will not deduct taxes,

social security, unemployment insurance, or any other similar contributions that are typically made for employees from compensation paid to Consultant under the Agreement. Consultant is solely responsible for the payment of such taxes and similar contributions.

6. NONDISCLOSURE AND PROTECTION OF CONFIDENTIAL INFORMATION

6.1 Consultant acknowledges that: (i) Confidential Information (as hereinafter defined in Section 6.3) is a valuable, special, and unique asset of Client, the unauthorized disclosure or use of which could cause substantial injury and loss of profits and goodwill to Client; (ii) Consultant is in a position of trust and subject to a duty of loyalty to Client; and (iii) by reason of this engagement by and service to Client, Consultant will have access to Confidential Information. Consultant therefore acknowledges that it is in Client's legitimate interest to restrict Consultant's disclosure and use of Confidential Information.

6.2 Consultant will not disclose or use at any time, either during the term of this Agreement or thereafter, any Confidential Information (as hereinafter defined in Section 6.3) of which Consultant is or becomes aware, whether or not such information is developed by Consultant, without the express written consent of Client, except that Consultant may use Confidential Information to perform the services under this Agreement, provided that such use does not involve the disclosure of Confidential Information to any third-party. The foregoing sentence will not be deemed to prohibit Consultant from complying with any subpoena, order, judgment, or decree of a court or governmental or regulatory agency of competent jurisdiction ("Order"). In the event that Confidential Information is sought from Consultant pursuant to such an Order, Consultant will give Client written notice at least ten (10) days prior to disclosing any Confidential Information so that Client may seek a protective order or other appropriate relief, and Consultant will provide Client with a copy of any Confidential Information to be produced in response to such Order. Consultant will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss, and theft.

6.3 As used in this Agreement, the term "Confidential Information" means all information and material, including documents, images, notices, files, and records, whether written, oral, or electronic, to which Consultant has access or which comes into Consultant's possession and that is not generally known to the public (including the existence and content of this Agreement) including, but not limited to, information and materials relating to Client's operations, activities, processes, reports (complete and draft), financials, business or strategic plans, marketing data, contracts, and grants (including negotiations and proposals relating thereto), donors and donor lists, and compensation and personnel information concerning current or former Client employees and consultants.

7. OWNERSHIP OF WORK/PROPERTY. Any work produced by Consultant that is within the scope of this Agreement is the sole property of Client, and Consultant has no title or other rights therein. Without any limitation of the last sentence, work product includes

any intellectual property, systems, software developments, methods, designs, analyses, drawings, reports, service marks, logos, products, equipment, documents, data, text, artwork, graphic design documents, or other materials, data or other information produced by Consultant or derived from the performance of Consultant's services under the Agreement.

8. ENFORCEMENT. Because Consultant's services are special, unique, and extraordinary and because Consultant has access to Confidential Information (as defined in Section 6.3), the Parties agree that monetary damages alone would not be an adequate remedy for any breach of the Agreement. Therefore, in the event of a breach or threatened breach of the Agreement, Client, or any of its successors or assignees, may, in addition to other rights and remedies existing in their favor at law or in equity, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof without posting a bond or other security.
9. INDEMNIFICATION. Consultant will defend, indemnify, and hold harmless Client, its officers, directors, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs, or expenses (including court costs and attorneys' fees) incurred by Client as a result of Consultant's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, and in connection with any property damage, personal injury, or death which results from Consultant's services.
10. GOVERNING LAW. This Agreement is governed by and will be construed and interpreted in accordance with the laws of the District of Columbia, without application of conflict of law principles. Any legal action or proceeding relating to this Agreement will be instituted in a court in the District of Columbia, and each of the Parties agrees to submit to the exclusive jurisdiction of, and agrees that the venue is proper in, such court in any such legal action or proceeding.
11. NOTICES. Except as otherwise provided herein, any notice, consent, demand, or other communication to be given under or in accordance with this Agreement must be in writing and will be deemed duly given when delivered personally, when transmitted by electronic mail, or on the day it is delivered by a nationally recognized overnight delivery service (e.g., FedEx or UPS) to the designated contact set forth below. A Party may change its designated contact (including contact information) by giving notice to the other Party.

Consultant's Designated Contact:

Edolphus Towns
Gray Global Advisors
300 New Jersey Avenue NW, Suite 900, Washington DC 20001

Client's Designated Contact:

Roger Noriega
Vision Americas, LLC
1150 K St NW, #1411, Washington, DC, 20005

12. MEDIA INQUIRIES. Consultant will not disclose any information about Client or any service or matter relating to this Agreement to the media, except upon specific instruction by Client. Any media inquiries concerning Client or any service or matter relating to this Agreement are to be referred to Client's designated contact.
13. CONFLICT OF INTEREST. Consultant represents and warrants to Client that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant further represents and warrants to Client that Consultant's performance under this Agreement does not require the breach of any agreement or obligation to keep in confidence the information of another person. Consultant will not bring to Client or use in the performance of Consultant's duties under this Agreement any materials, documents, or other information of another person considered confidential, proprietary, copyrighted, trademarked, or patented unless Consultant has obtained the informed consent and written authorization from such person for the possession and use of such materials, documents or other information. Any instances of an actual or potential conflict of interest will be brought promptly by Consultant to the attention of Client's designated contact.
14. ASSIGNMENT. Consultant may not assign or otherwise transfer any of its rights or obligations under this Agreement, by operation of law or otherwise, without Client's prior written consent.
15. WAIVERS. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.
16. AMENDMENTS. No modification, amendment or waiver of any of the provisions of this Agreement will be made except in writing signed by both Parties.
17. SEVERABILITY. If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, such provision(s) will be enforced to the maximum extent permissible, and the validity, legality, and enforceability of the remaining provisions of this Agreement will continue in full force and effect to the extent the Parties' intent reflected in this Agreement remains substantially unimpaired.
18. ENTIRE AGREEMENT. This Agreement (including any schedules attached hereto) constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements between the Parties regarding the subject matter of this Agreement.
19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument. Signatures delivered by facsimile or PDF will be effective for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement the 9 November 2020.



Edolphus Towns
Senior Advisor
Gray Global Advisors, LLC



Roger F. Nofiega
Managing Director
Vision Americas, LLC